executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenity or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenity; or (c) the conveyance of any Private Amenity to one (1) or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, any Voting Delegate, or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

- Amenity, guarantees or represents that any view over and across any Private Amenity or the Common Area from Units will be preserved without impairment. The owners of such property shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Private Amenities or the Common Area from time to time. In addition, the owner of any Private Amenity which includes a golf course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, landscaping, bunkers, fairways and greens, improvements and barriers (both natural and artificial) from time to time. Any such additions or changes may diminish or obstruct any view from the Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a deed, acknowledges that any view of a Private Amenity or Common Area which the Unit may enjoy as of the date of the purchase of the Unit may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (both natural and artificial) on the Private Amenity.
- Golf Course. By acceptance of a deed to any Unit, each Owner acknowledges and agrees that owning property adjacent to a golf course has benefits as well as detriments and that the detriments include: (a) the risk of damage to property or injury to persons and animals from golf balls which are hit onto an Owner's Unit or other portion of the Properties or arising from the design, construction, operation, maintenance and/or use of the golf course; (b) the entry by golfers onto an Owner's Unit or other portion of the Properties utilized by the golfer to retrieve golf balls and/or other acts or omissions of persons using the golf course; (c) noise from golfers; (d) overspray of herbicides, fungicides, pesticides, fertilizers and water in connection with the maintenance of the roughs, fairways and greens on the golf course; (e) noise from golf course maintenance and operation equipment (including, without limitation, compressors, blowers, mulches, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (f) odors arising from irrigation and fertilization of the turf situated on the golf course; (g) disturbance and loss of privacy resulting from motorized golf car traffic, golfers and golf course maintenance personnel; (h) artificial light illuminating from any facilities; (i) the existence of water hazards, ponds, and/or lakes on the golf course; and (j) view restrictions caused by maturation of trees and shrubbery. Additionally each Owner acknowledges that pesticides and chemicals may be applied to the golf course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the golf course.

Each Owner hereby assumes such risks of owning property adjacent to a golf course and forever waives and relinquishes, and agrees not to institute any action or suit at law or in equity nor to institute or prosecute, any claim or demand against Tellico Landing L.L.C., the Declarant, or any successor Declarant; the Association or its Mernbers (in their capacity as such); the owner(s) of the Private Amenities or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of

the foregoing, or any officer, director, member or manager of any partner of the foregoing for or on account of any damages, loss, or injury either to person or property, or both, resulting directly or indirectly from the design, construction, operation, maintenance and/or use of the golf course. Each Owner hereby agrees to take any necessary steps to maintain adequate hazard and other insurance policies to protect such Owner and such Owner's family, guests, invitees, agents and employees against all such risks associated with the golf course. Each Owner hereby agrees to indemnify and hold harmless all of the above-named Persons against any and all claims by such Owner's family, guests and invitees.

- 14.5. <u>Cost Sharing Agreements</u>. The Association may enter into a contractual arrangement or Cost Sharing Agreement with the owner of any Private Amenity obligating the Private Amenity or the Association to contribute funds for, among other things, shared property or services and/or a higher level of Common Area maintenance in accordance with Section 5.6.
- 14.6. Architectural Control. Following the termination of the Development Period, neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which is contiguous to or within one hundred (100) feet of any Private Amenity without giving the owner of such Private Amenity at least fifteen (15) Days prior written notice of its intent to approve or permit the same together, with copies of the request and all other documents and information finally submitted in such regard. The owner of such Private Amenity shall then have fifteen (15) Days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the owner of such Private Amenity to respond to the notice within the fifteen (15) Day period shall constitute a waiver of the owner of such Private Amenity's right to object to the matter. If in the reasonable opinion of the owner of the Private Amenity, the construction or modification being reviewed would have material adverse impact on the Private Amenity whether by restriction of view, creation of hazards to persons or otherwise, then the requesting party shall resubmit to the DRB a revised plan to take into account the objection of the owner of such Private Amenity. The review and approval process set forth in this Section shall apply to the re-submitted plans. This Section shall also apply to any work or the Common Area contiguous to any Private Amenity. This Section shall not be applicable during the Development Period.
- 14.7. <u>Use Restrictions</u>. Upon request of the owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within such Private Amenity, including but not limited to the exercise of the Association's self-help rights for violation of sign and pet restrictions.
- 14.8. <u>Limitations on Amendments</u>. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenities, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Private Amenity, may be made without the written approval of the owner(s) of the affected Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.
- 14.9. <u>Jurisdiction and Cooperation</u>. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and the Private Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate use restrictions or rules affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

14.10. Club Membership and Other Club Matters.

- (a) Mandatory Social Membership. Every Owner, other than the Declarant, Declarant Related Entity, or a Builder, shall be a "Social Member" of the Rarity Pointe Club (the "Club"), but shall have the right to upgrade as set forth in Section 14.11 below. There shall be only one (1) Social Membership per Unit. If a Unit is owned by more than one (1) Person, all co-Owners shall be subject to the usage rules and requirements established by the Club in the Club's sole discretion from time to time. All Owners will be subject to the bylaws, rules, regulations, and charges of the Club and shall be responsible for the payment of Social Membership Dues to the Club. At the closing of a Unit, each Owner shall be required to remit an initiation deposit applicable to a Social Membership to the Club. Upon closing and payment of such deposit, the Owner's membership shall become effective and the Social Membership shall entitle the Owner and his or her family and guests to Membership privileges at the Club in accordance with the Club's membership program. The Social Membership does not include golfing privileges at the Club. The Owner shall have no right of reimbursement or refund for initiation fees or deposits related to the Social Membership except in accordance with the Club's membership plan, and the Social Membership is non-transferable except in connection with the sale of the Unit relating to such Social Membership.
- Mandatory Social Membership Dues. Commencing on the date of closing of the Unit the Club shall be entitled to charge and collect dues directly from each Owner on an annual basis ("Social Membership Dues"), prorated from the date of closing on the purchase of a Unit. The Social Membership Dues shall be payable by each Owner to the Club without set-off, diminution or abatement for any reason. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to have notice of liability for these Social Membership Dues and to covenant and agree to pay these assessments. All such Social Membership Dues or other charges, together with interest not to exceed the maximum rate allowable by law, late charges of ten percent (10%) per annum or the highest amount allowable by law, whichever is greater, costs of collection, and reasonable attorneys fees shall be the personal obligation of the Owner of such Unit at the time the Social Membership Dues or other charges arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally hable for any Social Membership Dues and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid Social Membership Dues or other charges which accrued prior to such acquisition of title. No Owner shall be exempt from liability for Social Membership Dues by non-use of the Club, abandonment of the Unit, or any other means, except as may be provided in the Club's membership program. The obligation to pay Social Membership Dues is a separate and independent covenant on the part of each Owner.
- (c) <u>Lien for Social Membership Dues</u>. The Club shall have a lien against each Unit to secure payment of all or any portion of the initiation deposit which was not paid at closing and delinquent Social Membership Dues, as well as interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Tennessee law), costs of collection and reasonable attorneys fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (iii) the lien(s) of the Association pursuant to Section 8.7 of this Declaration, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure as permitted under Tennessee law.

Notwithstanding anything contained herein to the contrary, as a condition precedent to the Club's obtaining lien rights, and/or enforcement rights pursuant to the terms of this Section, the Club must first provide the Association with twenty (20) Days prior written notice of the Club's intent to record a lien against a Unit, and/or proceed with other judicial or non-judicial foreclosure of the lien.

The sale or transfer of any Unit shall not affect the Club's assessment lien nor relieve such Unit from the lien for any subsequent Club assessments. A Mortgagee or other purchaser of a Unit who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for Social Membership Dues due prior to such acquisition of title.

14.11. <u>Upgraded Social Membership</u>. The Club will offer a variety of memberships with more extensive benefits than those of the mandatory Social Membership. Owners may upgrade their mandatory Social Membership pursuant to the membership plan, by-laws, and rules and regulations of the Club, as amended from time to time. Any Owner upgrading his or her Social Membership shall receive a credit against the required Social Membership Dues upon the payment of dues related to the upgraded membership category, but shall not be excused from paying Social Membership Dues. If an Owner terminates such upgraded membership, the Social Membership and the obligation to pay Social Membership Dues shall continue and shall not be terminated.

ARTICLE 15: GENERAL PROVISIONS

15.1. Duration.

- (a) Unless terminated as provided in Section 15.1(b), this Declaration shall have perpetual duration. If Tennessee law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Declaration shall automatically be extended at the expiration of such period for successive periods of ten (10) years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.
- (b) Unless otherwise provided by Tennessee law, in which case such law shall control, this Declaration may not be terminated within thirty (30) years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least seventy-five (75%) of the total Units within the Properties and by the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

15.2. Amendment.

(a) By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

- (b) <u>By Members</u>. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding sixty-seven percent (67%) of the total Class "A" votes in the Association, and during the Development Period, the written consent of the Declarant. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.
- (c) <u>Validity and Effective Date</u>. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

- 15.3. <u>Severability</u>. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.
- 15.4. <u>Dispute Resolution</u>. It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, the Declarant and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of the Governing Documents through alternative dispute resolution methods, such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures.

Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation.

15.5. <u>Litigation</u>. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless Members holding at least eighty percent (80%) of the total Class "A" votes in the Association approve the commencement of such a proceeding. If Voting Delegates have been elected, a Voting Delegate shall not vote in favor of bringing or prosecuting any such proceeding unless at least eighty percent (80%) of the total votes attributable to Units in the Neighborhood represented by the Voting Delegate are cast in favor of commencement of such a proceeding. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

- 15.6. Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual Units conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.
- 15.7. Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.
- 15.8. <u>Cumulative Effect: Conflict.</u> The provisions of this Declaration shall be cumulative with any additional recorded covenants, restrictions, and declarations applicable to any Neighborhood, and the Association may, but shall not be required to, enforce such additional covenants, conditions and provisions; provided however, in the event of a conflict between or among this Declaration and such covenants, restrictions or declarations, and/or the provisions of any Charter by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Declaration, the By-Laws, Charter, and use restrictions and rules of the Association shall prevail over those of any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants, restrictions and declarations applicable to any portion of the Properties from containing additional covenants, restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.
- Pointe" or the logo for "Rarity Pointe" or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Rarity Pointe" in printed or promotional matter where such terms are used solely to specify that particular property is located within Rarity Pointe, and the Association and any other community association located in Rarity Pointe, the Declarant, and the owner of any Private Amenity shall each be entitled to use the words "Rarity Pointe" in their names.
- 15.10. <u>Compliance</u>. Every Owner and occupant of any Unit shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.
- 15.11. Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to a Unit shall give the Board at least seven (7) Days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. After the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

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15.12. Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 15.2. Exhibit "C" is attached for informational purposes and may be amended as provided therein.

[SIGNATURE ON FOLLOWING PAGE]

,	ESS WHEREOF, the und	ersigned De	eclarant h	as executed ti	nis Declarati	<i>Jo+h</i> on this day	
01	, 20 <u>27 </u> .						
		LTR P	'ROPER'	MES, INC., a	Fennessee co	orporation,	
		Ву: -	Mr. Mi	chael L. Ross	[SEAL]		
		lts:	Preside	nt			
STATE OF TEN	NESSEE						
COUNTY OF /	nonroe						
personally appears acknowledged him within named Dect foregoing instrum himself/herself as		ith whom I esident of L'such President contain	am pers TR Propent, being ned by s	onally acquair erties, Inc., a ig authorized aigning the na	nted, and w Tennessee of so to do, one of the	tho, upon oath, corporation, the executed the corporation by	
Witness m	sy hand and seal, at office	this <u>26+4</u>	day of	Jun	, 2002		
				July "	Le Russ		Sign Sign
				My Commiss	non Expires	<u>4-5-06</u>	
						ALV LE SEEME	

CONSENT OF LENDER

The undersigned, <u>SunTrust Bank</u> , by and through its authorized officer, hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions for Rarity Pointe in accordance with Section of that certain Land Acquisition and Development Loan Agreement by and between Tellico Landing L.L.C. as Borrower and <u>SunTrust Bank</u> as Lender dated <u>6/27/02</u>
Executed this _27th day of _ June, 2002
Name: Miko SANDENI Title: First Vice President
STATE OF TENNESSEE
COUNTY OF Knox
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Mike Sandlin , with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the First Vice President of SunTrust Bank , the within named Declarant, and that he/she as such Officer , being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such First Vice President Witness my hand and seal, at office this 27th day of June , 2002. My Commission Expires: Id/Mi/O2 My Commission Expires: Id/Mi/O2

OWNER CONSENT

OWNER:

TELLICO LANDING, LLC, a Termessee Limited Liability Company

1. ~ REA

Mr. Michael L. Ross

Its: Chief Manager

STATE OF TENNESSEE

COUNTY OF Theoree

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Mr. Michael Ross, Chief Manager of Tellico Landing, LLC, a Tennessee limited liability company, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Chief Manager of Tellico Landing, LLC, a Tennessee limited liability company, and that he/she as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such Chief Manager.

Witness my hand and seal, at office this day of June, 2002.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 4-5-06

[NOTARIAL SEAL]

EXHIBIT "A"

ALL THOSE TRACTS or parcels of land lying and being in the Third Civil District of Loudon County, Tennessee, being more particularly described on that certain Final Plat for Rarity Pointe on Lake Tellico, Phase One, recorded on June 7, 2002, in Plat Cabinet F, Slides 54, 55, 56, and 57, and revised in Plat Cabinet __F__, Slide __65, __66, _67 + 68_____, Register's Office of Loudon County, Tennessee, prepared for Tellico Landing, LLC, by Christopher M. Rosser, Tennessee Registered Land Surveyor No. 1929, of Sterling Engineering, Inc., 1017 Hampshire Drive, Maryville, Tennessee, 37801-3525.

EXHIBIT "B"

Additional Property

Any real property located within five (5) miles of the perimeter boundary of the real property described on Exhibit "A" attached hereto.

AT:83331.5

Exhibit "B" Page 1 of 1



WHEREAS, Tellico Landing, LLC, a Tennessee limited liability company, is the owner of the Submitted Property; and

WHEREAS, the Submitted Property is a portion of the Properties; and

WHEREAS, the Declarant, with the consent of Tellico Landing, LLC, deems it appropriate to submit the Submitted Property to the additional covenants and easements as set forth herein;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant, with the consent of owner Tellico Landing, LLC, hereby subjects the real property described on Exhibit "A" hereof to the provisions of this Supplemental Declaration, which shall apply to such Submitted Property in addition to the provisions of the Declaration. Such Submitted Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such Submitted Property and shall be binding upon all persons having any right, title, or any interest in such Submitted Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Rarity Pointe Community Association, Inc. in accordance with the terms of the Declaration.

ARTICLE 1 Definitions

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference. In addition, the following capitalized terms, wherever used in this Supplemental Declaration, shall have the meanings set forth below.

- 1.1 "<u>Manager</u>": The Person designated by the Declarant to facilitate and oversee the Rental Program.
- 1.2 "Phase One Plat": The Plat prepared by Charles H. Sterling, Tennessee Registered Land Surveyor Number 851, of Sterling Civil Engineering, 1017 Hampshire Drive, Maryville, Tennessee 37801-3525, dated March 7, 2002, as the same may have been revised as of the date of this Supplemental Declaration.
- 1.3 "<u>Rental Management Agreement</u>": An agreement between the Manager and the Owner which sets forth the terms and conditions of the submission of the Owner's Unit into the Rental Program.
- 1.4 "Rental Program": A leasing program established by the Declarant for "completed Units" (as defined in Section 9.6 of the Declaration) within the Submitted Property for short-term temporary use by patrons for recreational purposes as such program may be modified from time to time by Declarant.

- 1.5 "Tenant": Those patrons who lease Units from the Manager through the Rental Program. The definition of "Tenant" shall not include tenants or other occupants who are guests of the Owner apart from the Manager-administered Rental Program.
- "Zoning Restrictions": Those requirements, regulations, and use restrictions set forth 1.6 in Contract Number TV-60000A (the "Contract") between Tellico Reservoir Development Agency, an agency of the State of Tennessee and organized pursuant to Tennessee Public Act No. 679 of April 1, 1982, Tenn. Code Ann. §§ 64-1-701 to -711 (1982 and Supp. 1985) (hereinafter referred to as "TRDA") and the Tennessee Valley Authority, a corporate agency and instrumentality of the United States of America, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, (hereinafter referred to as "TVA"), which was entered into between TRDA and TVA on August 25, 1982, of record in the Register's Office for Loudon County, Tennessee, in Trust Book 187, page 819 as the same has been amended to date by Supplement Number 1 dated June 24, 1985, of record in said Register's Office in Trust Book 205, page 624; Supplements Numbers 2-6 dated June 16, 1995, of record in said Register's Office in Trust Book 357, page 229; Supplement Number 7 sated July 29, 1994, of record in said Register's Office in Trust Book 340, page 149, and Supplement Number 8 dated January 14, 1997, of record in said Register's Office in Trust Book 395, page 740. The Contract, as supplemented and amended, provides for development of certain Tellico Reservoir project shoreland designated for industrial, residential, and commercial and public recreation development uses. The particular restrictions applicable to the Submitted Property are found in Section 2.050 of the Contract, as such may be amended or supplemented from time to time.

ARTICLE 2 Neighborhood Designation

The Submitted Property shall be designated as a Neighborhood which shall be known as the "Phase One" Neighborhood.

ARTICLE 3 Recreational Use of the Units

3.1 Recreational Use. Units which are subject to this Supplemental Declaration may be used only for recreational purposes. A purpose shall be considered recreational so long as (a) the Owner is inhabiting the Unit for the purposes of engaging in the recreational activities available at Rarity Pointe and Tellico Lake, and the Owner is not occupying the Unit with the purpose of residing there full time, or (b) the Owner has voluntarily placed the Unit in the Rental Program. The determination concerning whether a particular Unit is being utilized for recreational purposes shall be at the sole discretion of the governing agency (the "Zoning Agency") responsible for administering the Zoning Restrictions. No Person, including, without limitation, any other Owner, the Association, or the Declarant, shall have standing to bring forth a complaint regarding whether a Unit is being utilized for recreational purposes without the prior written consent of the Zoning Agency.

This recreational use restriction may be repealed upon the execution of a subsequent supplemental declaration by the Declarant and consented to by the Zoning Agency.

ARTICLE 4

Rental Program

- 4.1 Rental Program Participation. Every Owner of a "completed Unit" (as defined in Section 9.6 of the Declaration) within the Submitted Property who desires to participate in the Rental Program shall do so by executing a Rental Management Agreement. The terms and conditions of the Rental Program are subject to change from time-to-time by the Declarant provided that all amendments comply with the Zoning Restrictions. The Rental Program as well as the Owner's inclusion of its Unit in the Rental Program shall be deemed to comply with Section 10.1 of the Declaration.
- 4.2 <u>Relationship to the Association</u>. The Rental Program shall be created by the Declarant, governed by the terms of the Rental Management Agreement as required by the Zoning Restrictions, and administered by the Manager. The Association shall not participate in any way in the administration or governance of the Rental Program both during the Development Period and following the Development Period, except with the written consent of the Declarant. The Association shall continue to have authority regarding matters under the Governing Documents which are not administered, governed or controlled by the Manager in accordance with the Rental Program.

4.3 Changes or Deletions to the Zoning Restrictions.

- (a) Should any change, revision or amendment in the Zoning Restrictions become effective such that the permitted uses of the Submitted Property include other categories beyond those which are permitted as of the date of this Supplemental Declaration, the Declarant shall have the right to amend or, if permitted by the Zoning Restrictions, rescind the Rental Program effective immediately upon the date on which such a change, revision or amendment becomes effective.
- (b) The Declarant, including any Declarant-Related Entity, and the Manager shall not be responsible for any changes in valuation or any other loss or damage resulting from any change, revision or amendment in the Zoning Restrictions or the Rental Program which increase or reduce the permitted uses or other restrictions of the Submitted Property from those existing as of the date of this Supplemental Declaration.
- (c) Any changes and amendments pursuant to this Section 4.3 may be enacted through an amendment to this Supplemental Declaration, the recording of an additional Supplemental Declaration, or a change to the Phase One Plat.
- 4.4. <u>Tenant Occupancy</u>. Each Owner of a Unit within the Submitted Property acknowledges that the Units within the Submitted Property may be occupied by transient patrons

consistent with the permitted uses and use restrictions set forth by the Zoning Restrictions and this Supplemental Declaration.

4.5 <u>Timesharing</u>. Declarant exempts the Submitted Property from the prohibition of timesharing set forth in Section 10.25 of the Declaration to the extent that the Manager, with the prior consent of the Declarant, the Declarant, or a Declarant-Related Entity, establishes a timesharing, fraction sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program for a fixed or floating time schedule over a period of years. The exemption set forth in this Section 4.5 shall not extend to any other parties, including, without limitation, an individual Owner or a group of Owners who desire to establish such a timesharing program for a Unit or a group of Units.

ARTICLE 5 Modifications to the Declaration with Respect to the Submitted Property

The Declaration is hereby modified with respect to the Submitted Property as follows.

- 5.1 <u>Lake</u>. In addition to the provisions of Section 2.4 of the Declaration, under no circumstance shall the Manager or any Person acting on its behalf assume any liability for use of Tellico Lake by an Owner, a Tenant, or their invitees, or licensees.
- 5.2 <u>Enforcement</u>. Section 4.3 of the Declaration is hereby modified with respect to the Submitted Property such that fines first levied against a Tenant for violating the Governing Documents and not timely paid may be levied against the Owner of the Unit occupied by such Tenant only as permitted pursuant to the terms of the Rental Management Agreement. In addition, in the event that the Board or any committee established by the Board, with the Board's approval, sanctions a Tenant for violating the Governing Documents, the Board shall not have the right to also sanction the Owner of the Unit that the Tenant is occupying pursuant to the Rental Program.
- 5.3 Security. In addition to Section 4.8 of the Declaration which shall remain and apply to the Submitted Property in full force and effect, each Owner further acknowledges, understands and covenants that the Manager is not an insurer or guarantor of security within the Properties and that each Person, including Tenants, using the Properties assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.
- 5.4 <u>Utility Lines</u>. In addition to Section 4.9 of the Declaration which shall remain and apply to the Submitted Property in full force and effect, each Owner further acknowledges, understands and covenants that the Manager is not an insurer or guaranter of health within the Properties and that the Manager shall not be held liable for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Properties and further acknowledges that the Manager has not made any representations or warranties, express or implied, relative to the condition or impact of utility lines or utility sub-stations.

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- 5.5 <u>Presence and Management of Wildlife</u>. In addition to Section 4.16 of the Declaration which shall apply to the Submitted Property in full force and effect, each Owner and occupant, and each Tenant, guest and invitee of any Owner or occupant further acknowledges that the Manager shall not be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence of wildlife on the Properties.
- 5.6 Specific Assessments. Section 8.6 of the Declaration is hereby modified with respect to the Submitted Property as follows: (a) the Association shall not have the power to levy Specific Assessments against a particular Unit or Units to cover the costs, including overhead and administrative costs, of providing benefits, items, or services selected by Tenants of the Owner's Unit pursuant to the Rental Program; and (b) the Association shall not have the power to levy Specific Assessments against a particular Unit to cover costs incurred as a consequence of the conduct of a Tenant of the Unit pursuant to the Rental Program.
- 5.7 <u>Rules and Regulations</u>. Section 10.2 of the Declaration is hereby amended with respect to the Submitted Property such that the Manager of the Rental Program shall have the right to impose rules and regulations in addition to those rules and regulations imposed by the Board. Where the rules and regulations imposed by the Manager are inconsistent with the rules and regulations imposed by the Board, the Declarant shall determine which rules shall govern and control. In the absence of such a determination by the Declarant within thirty (30) days of the creation of the inconsistency, the rules and regulations imposed by the Manager shall govern and control over the Units within the Submitted Property.
- 5.8 Occupants Bound. Section 10.3 of the Declaration is hereby modified with respect to the Submitted Property as follows: (a) sanctions established against Owners shall not apply to Tenants unless the Declarant or Manager imposes such sanctions against the Tenant pursuant to the Rental Program; and (b) fines first levied against Tenants and not timely paid may be levied against the Owner of the Unit occupied by such Tenant only as permitted pursuant to the terms of the Rental Management Agreement. This Section 5.8 of this Supplemental Declaration applies only to Tenants who are permitted to occupy the Unit by the Manager through the Rental Program. The provisions of Section 10.3 of the Declaration shall apply to any other occupant of the Unit.
- Leasing. Section 10.4 of the Declaration is hereby modified with respect to the Submitted Property such that the Owner and Manager shall not be required to notify the Board or provide any additional information regarding any lease to a Tenant executed through the Rental Program. In addition the leases to a Tenant of the Rental Program shall not require that the Tenant acknowledge a receipt of a copy of the Declaration, By-Laws, use restrictions and rules and regulations of the Association. Such documents shall be available for review by the Tenant on the Tenant's request, and the Tenant shall be bound to comply with the rules set forth in such documents, regardless of whether Tenant elects to review such documents. Section 10.4 of the Declaration is hereby further modified to require that all leasing of Units within the Submitted Property shall be administered through the Rental Program in accordance with the terms of the Rental Management Agreement. The lease to the Tenant, as well as the Rental Management Agreement, may include more restrictive provisions, but in no case any less restrictive provisions, than those restrictions contained in the Declaration or this Supplemental Declaration.

- 5.10 <u>Animals and Pets</u>. The Rental Program shall govern and control over the Declaration to the extent that the Rental Management Agreement permits each Owner to implement a more stringent requirements regarding the keeping of dogs, cats, or other usual and common household pets in the Owner's Unit. All other provisions of Section 10.10 of the Declaration shall remain in full force and effect.
- 5.11 <u>Golf Course</u>. In addition to Section 14.4 of the Declaration which shall apply to the Submitted Property in full force and effect, each Owner and occupant, and each Tenant, guest and invitee of any Owner or occupant further agrees not to institute any action or suit at law or in equity nor to institute or prosecute any claim or demand against the Manager in accordance with the terms of Section 14.4 of the Declaration.
- 5.12 <u>Hold Harmless Extension</u>. In any and all instances where the Declarant or the Association are indemnified, held harmless, stated not to be guarantors or insurers, or otherwise benefitted by limited liability in provisions of the Declaration, including any amendments or extensions thereof, the same protection and benefit shall extend and apply to the Manager, the successors and assigns of the Manager as well as to any officer, director, member, manager, partner, agent, or employee of the foregoing.

ARTICLE 6 Driveway Access

- 6.1 <u>Driveway</u>. Certain Units ("Driveway Units"), as shown on the Phase One Plat or as provided in the deed of conveyance to the particular Unit, are served by a joint use driveway located or to be located on or across other Units ("Driveway"). Declarant wishes to provide an easement for use of all portions of the Driveway by the owners of the Driveway Units ("Driveway Unit Owners"). Declarant further wishes to establish certain covenants for construction and maintenance of the Driveway.
- Easement Declarant reserves a non-exclusive, perpetual, appurtenant easement under, through, over and across all of the area designated as "Driveway" on the Phase One Plat or in the deed of conveyance to the particular Unit (the "Driveway Easement Area") for the use and enjoyment of the Driveway Easement Area by the Declarant, and its successors and assigns, including but not limited to the Driveway Unit Owners, for pedestrian and vehicular ingress and egress, which may be utilized by the Driveway Unit Owners, by all persons residing in any single family residence on any of the Driveway Units, and by the guests and invitees of such Driveway Unit Owners, for the purpose of gaining access to the Driveway Units from the Private Streets (as such term is defined in Section 2.2 of the Declaration) serving the Submitted Property.

The easement rights granted hereunder shall run with, benefit, and be appurtenant to title to the Driveway Units. The easement rights granted hereunder shall further run with and be appurtenant to title to the Driveway Easement Area and shall constitute a burden upon the Driveway Easement Area, subject to the following terms and conditions.

- 6.3 <u>Prohibited Activities</u>. Driveway Unit Owners and other permitted users of the Driveway Easement Area shall be obligated to refrain from any actions which would deter from or interfere with the use and enjoyment of the Driveway Easement Area by other authorized users. Prohibited activities shall include without limitation obstruction of any part of the Driveway Easement Area. No vehicles shall be parked on the Driveway Easement Area.
- 6.4 <u>Individual Driveways</u>. Each of the Driveway Unit Owners shall have the right to install a driveway connecting such Driveway Unit Owner's Driveway Unit to the Driveway within the Driveway Easement Area; provided that the installation of any such individual driveway shall be subject to all the terms and provisions of the Declaration, including but not limited to Article 9 with respect to architectural review. Each Driveway Unit Owner shall be responsible for the maintenance, repair and replacement of any individual driveway so installed on such Owner's Driveway Unit.
- 6.5 <u>Construction</u>. The Declarant shall be responsible for the installation and construction of all Driveways. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, for itself and its designees and each of the Driveway Unit Owners perpetual non-exclusive easements upon, across, over, and under the Driveway Easement Area for the purpose of installing and constructing the Driveway and any and all utility lines to serve the Driveway Units and an easement for access of vehicular and pedestrian traffic over, across, and through the Driveway Easement Area and the Driveway Units, as necessary, to exercise the easement described above.

Entry for such purposes shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Driveway Unit Owners' property. Entry under this Section shall not constitute a trespass. Any damage to a Driveway Unit Owner's property resulting from the exercise of the easements described herein shall promptly be repaired by, and at the expense of, the person exercising the easement.

6.6 <u>Maintenance</u>. The Association shall be responsible for maintaining the Driveway in a good, driveable condition. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal easements for the Association to enter the Easement Area to perform its maintenance responsibilities under this Supplemental Declaration. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Driveway Unit Owners as a Specific Assessment as detailed in Section 8.6 of the Declaration. Except in emergencies, entry for such purposes shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Driveway Unit Owners' property. Entry under this Section shall not constitute a trespass. Any damage to a Driveway Unit Owner's property resulting from the exercise of the easements described herein shall promptly be repaired by, and at the expense of the Association.

Declarant further reserves, creates, establishes, promulgates and declares for itself and its designees and each of the Driveway Unit Owners non-exclusive, perpetual, reciprocal easements for the maintenance of any and all utility lines to serve the Driveway Units.

ARTICLE 7 General Provisions

7.1 <u>Amendment to the Supplemental Declaration.</u>

- a. <u>By Declarant</u>. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of Declaration.
- b. <u>By Members</u>. This Supplemental Declaration may be amended the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Units within the Submitted Property, and, during the Development Period, the written consent of the Declarant.
- 7.2 <u>Inconsistent Provisions</u>. Where the provisions set forth in this Supplemental Declaration are inconsistent with or in conflict with the terms set forth in the Declaration, the terms set forth in this Supplemental Declaration shall govern and control.

ARTICLE 8 Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT:

LTR PROPERTIES, INC., a Termessee corporation

By:

Mr. Michael L. Ross

Its:

President

STATE OF TENNESSEE

COUNTY OF Thomas

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Mr. Michael Ross, with whom I am personally acquainted, and who, upon eath, acknowledged himself/herself to be the President of LTR Properties, Inc., a Tennessee corporation, the within named Declarant, and that he/she as such President, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such President.

Witness my hand and seal, at office this day of June 2002.

June 2002.

NOTARY PUBLIC

MY COMMISSION EXPIRES 4-5-06

[NOTARIAL SEAL]

OWNER CONSENT

OWNER: TELLICO LANDING, LLC, a Tennessee limited liability company

By: ~ Row [SEAL]

Mr. Michael L. Ross

Its: Chief Manager

STATE OF TENNESSEE

COUNTY OF Marke

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Mr. Michael Ross, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Chief Manager of Tellico Landing, LLC, a Tennessee limited liability company, and that he/she as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the manager.

Witness my hand and seal, at office this day of feet, 2002.

Dian in Rull NOTARY PUBLIC

MY COMMISSION EXPIRES 4-5-06

[NOTARIAL SEAL]

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EXHIBIT "A"

PERMIT REQUEST

FOR

TELLICO POINTE MARINA

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OFFICE

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SECTION A

APPLICATION



February 17, 2003

Mr. Jack Miller Little Tennessee Watershed Team Tennessee Valley Authority Lenoir City, Tennessee 37771

RE: Request for permitting of Tellico Point Marina, Tellico Lake mile 2.3R.

Dear Mr. Miller:

Please find enclosed information concerning this permit request for the above mentioned marina. The harbor area has already been established and is vested in the applicant's name.

In reviewing this information, please be aware that this plan represents the full and complete development of the marina site. The development schedule will be determined by market demand and will be constructed in phases over an estimated time span of fifteen (15) years. It is very conceivable that, based on these and other ever-changing factors, the marina may never be developed to the extent envisioned here.

The development cost for the entire project, in today's dollars, is estimated to be SEVEN MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$7,500.000) with an annual operating cost of \$650,000.00. Phase One, which would begin upon issue of the permits, is estimated to cost TWO MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$2,500.000.00).

I look forward to working with you on this project and welcome any questions or additional information you might need in this review.

Respectfully submitted,

Ed Loy, Jr.

Enclosures

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THIOL	APPL	JCAT	ION	FORM
Depar	lment	of the	Aum	y/TVA

Paparank Reduction Act Statement - Public reputing busine for this collection of information is estimated to average 1.5 formaton response, including the time for evidence is executed by average of the collection and invitation of the collection of information and invitation of the collection of the collection of information of the collection of information distribution is appreciated for the collection of the collection o

The Department of the Army (DA) permit program is authorized by Section 10 of the Rivers and Herbors Act of 1899 and Section 404 of the Clean Water Act (P.L. 95-217). These have require permits authorizing structures and work in a discharge navigable waters of the United States and the discharge of discipling of discipling and into waters of the United States. Section 20s of the Termescon Valley Authority Act, as amended, publish the construction, operation, or making manually a first processes River or any of its highlaries until plans for such construction, operation, and making more bone submitted to entrapproved by the Termessee Valley Authority (TVA).

Name and Address of Applicant	Name, Address, and Tille of Authorized Agent					
TELLICO LOY VENTURE 5200 City Park Drive Lenoir City, TN 37772 Folephone Number 11000 (865) 740-0150 010co (865) 986-5536	Edwin T. Loy, Jr. 5200 City Park Drive Lenoir City, TN 37772 Telephone Number 1 knnn (865) 740-0150 Office (865) 986-5536					
Location where activity exists or will occur (include Stream Namo and Mile, if known)	Application submitted to UN 1 Yes 18 No 1 VA	X Yes [] the				
Tellico Lake, Mile marker 2.5, left ascending bank.	Date activity is proposed to commence	June 2003				
	Date activity is proposed to be completed	June 2013				

Cascribe in detail the proposed activity, its purpose and intended use grivate, public, commercial, or other). Describe structures to be excelled including-those placed on fills, piles, or floating platforms. Also describe the type, composition, and quantity of materials to be discharged or placed in the water; the means of conveyance; and the source of discharge or fill material. Please attach additional streets if needed.

See attached addendum.

Short Cate COIDSS RLR# 135752

Application is hereby made for approval of the activities described timein. I confly that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete, and accorde. I further certify that I possess the authority to undertake the proposed activities. Langer that, if this application is approved by TVA. I will comply with the attached terms and conditions and any special conditions that may be imposed by TVA at the time of approval. Please role the U.S. Army Corps of Engineers may impose additional conditions or restrictions.

February 4, 2003

Signalus of Applicant

13 U.S.C. Gection 1901 provides that: Whoover, in any manner within the jurisdiction of any department or engancy of The United States knowingly and willfully falsilies, conceals, or covers up by any bick, scheme, or device a material fact or makes any false, fictilizes or brackeled statements or representations or makes or uses any false writing or document knowing same to contain any false, fictilizes or handlest statement or rudey, that be faced and man false than \$10,000 or impresented and more from live years, or both. The appropriate tIA fee will be assessed when a pount is fermed.

TVA 17423 [2-2000] Page 1 of 2

Martino

APPLICATION ADDENDUM

The proposed activity is a commercial marina for the general public's use. Proposed uses would include floating covered slips, floating open slips, dry stack slips, a floating fuel facility, a floating restaurant, ship's store and office area, boat rentals and parking.

When fully developed, the marina would contain the following:

1. Floating covered slips - PIER A, 65 each, 22' X 90'.

2. Floating covered slips - PIER B, 67 each, 18' X 50'.

74 each, 16' X 40'.

3. Floating covered slips - PIER C, 58 each, 16' X 40'.

65 each, 14' X 30'.

4. Open slips for rental boats - 20 each, 14' X 30'.

5. Dry stack slips - 200 each

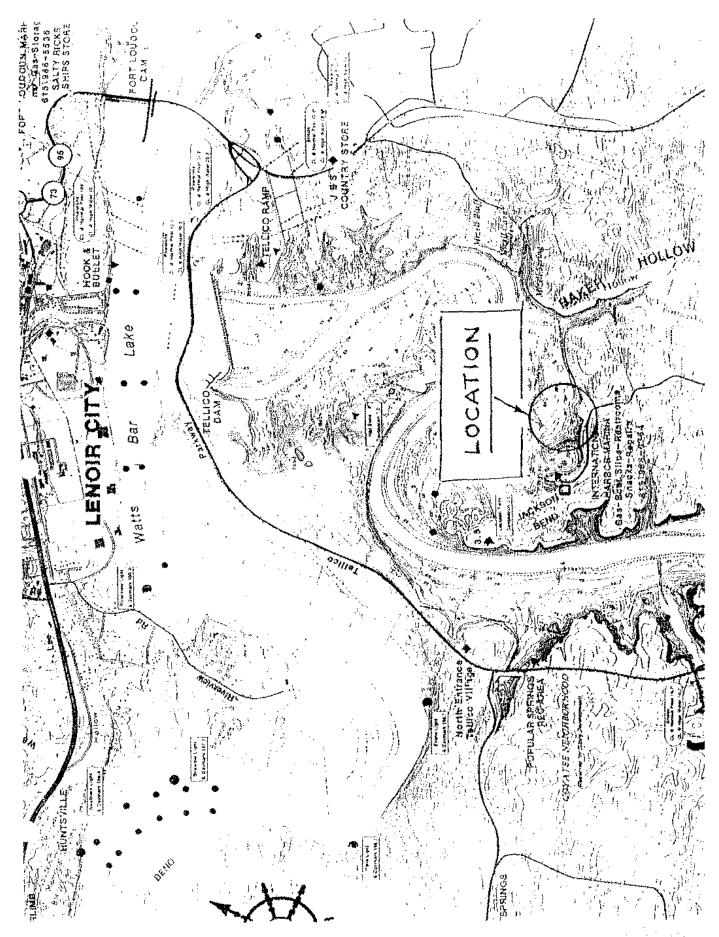
Total slips (fully developed) 549

6. Parking 165

In addition, bank stabilization and dredging would occur along the shoreline adjacent to the marina.

SECTION B

LOCATION MAP



Final Environmental Impact Statement

Rarity Pointe Commercial Recreation and Residential Development on Tellico Reservoir TENNESSEE VALLEY A LOUDON COUNTY, TE RESERVATION WAY, 1371 ES TELMA L THOMBSON ET VIR, CHARLES TELM BOS CHATTANDOGA PICITAL A.T., INC. (PITERMITIONAL RANBOR, INC.) TEACT NO. TIELE-11 - NAP 20 141.5 ,20.1 Farbor Limits -REANDER COL 10 CIVIL 018 78 1CT TELLICO POINTE MARINA k sanamanina ba € KPK 53 7 € CHIESSEE

A-104

Final Environmental Impact Statement